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AGREEMENT CONCERNING REALTY

This Agreement dated and entered into on August 31, 1980 by and between Chromalloy American Corporation ("Chromalloy"), a Delaware corporation, and Delta Services Industries ("DSI"), an unincorporated joint venture organized under the laws of the State of Louisiana,

WITNESSETH as follows:

WHEREAS Chromalloy and DSI by and through the latter's co-venturers have entered into that certain Purchase Agreement of even date herewith pertaining to the sale by Chromalloy to DSI of certain of the assets of certain units which comprise in part Chromalloy Natural Resources Company and

WHEREAS the Delta Iron Works Profit Sharing Plan and Trust a/k/a the Delta Iron Works Profit Sharing Trust ("Plan") owns in fee that certain two-story, steel and preformed sheet-covered building 170 feet and 6 inches long and 82 feet and 2 inches wide more or less in its main part with two structural appendices thereto each respectively extending therefrom in a northerly direction (26 feet wide and 51 feet long more or less) and in an easterly direction (41 feet 8 inches wide and 49 feet long more or less)

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[Handwritten signatures]

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and situated upon lands within the city limits of Houma, Parish of Terrebonne, Louisiana, to wit, Section 47, Township 17 South, Range 17 East (T17S-R17E), and which for common reference is located immediately northeasterly of the intersection of Pellegrin Street and Martin both of which thoroughfares are undedicated private roads within said city of Houma; and

WHEREAS DSI in connection with its consummation of the transaction contemplated by said Purchase Agreement is desirous of purchasing the above-mentioned building from The Plan,

NOW, THEREFORE, Chromalloy and DSI agree as follows:

1. DSI within sixty (60) days subsequent to the closing of the transaction contemplated by the Purchase Agreement shall make a bona fide and irrevocable offer to The Plan to purchase in fee from The Plan the above-mentioned building at a price not less than the fair market value thereof, to wit, approximately Three Hundred Thousand Dollars (\$300,000.00).

2. Chromalloy shall use its best efforts to encourage the Trustees of The Plan to accept DSI's said bona fide and irrevocable offer to purchase the above-mentioned building.

3. All costs, fees and expenses involved with the implementation and satisfaction of the provisions contained herein shall be borne separately by Chromalloy and DSI as such costs, fees and expenses pertain to, or are incurred

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Chromalloy
DSI

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by, each respectively, and neither Chromalloy nor DSI shall have any liability of any nature to the other by reason of either the execution of this Agreement, or the implementation and satisfaction of the provisions contained herein.

4. Neither Chromalloy nor DSI shall request from, or demand of, either The Plan or the trustees of The Plan severally or jointly any contribution to the payment of any of the costs, fees or expenses referred to in paragraph 3 above, and neither The Plan nor the trustees of The Plan severally or jointly shall be liable or obligated in any manner to Chromalloy or DSI in connection with any sale by The Plan of the above-mentioned building.

5. Chromalloy and DSI shall cooperate with each other to effectuate the provisions contained herein, including but not limited to promptly furnishing each other with such instruments, documents, records, reports and other written material as may be reasonably requested by them severally or jointly in connection with this Agreement.

6. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Louisiana, and, where applicable, the laws of the United States of America.

7. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and the respective heirs, assigns, successors, and partners of each.

Handwritten signatures and initials:
JF
JTP

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8. Any notice or communication to be given or sent to the parties one to the other shall be given or sent to the persons and at the addresses set forth in Section 15 of the Purchase Agreement, except that as to the Trustees of The Plan their addresses shall be 1/2 George W. TILDEN,

Treasurer, St. Louis Union Trust Company, 510 Locust Street, P.O. Box 14737, St. Louis, Mo. 63178

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written on the first page hereof.

CHROMALLOY AMERICAN CORPORATION

ATTEST:

[Signature]

By [Signature]
Title EXECUTIVE VICE PRESIDENT

DELTA SERVICES INDUSTRIES

ATTEST WITNESS:

[Signature]

By [Signature]
Title Chief Executive

[Signature] [Signature]

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STATE OF LOUISIANA

PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Thomas E. Monroe, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of Chromalloy American Corporation, a corporation, and that as such officer and on behalf of such corporation, he signed and executed the foregoing instrument, by authority of the Board of Directors of said corporation, and said appearer acknowledged said instrument to be the free act and deed of said corporation, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Sara M. Kippis

Ludith A. Mullis

Richard A. Crassey
NOTARY PUBLIC

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STATE OF LOUISIANA
PARISH OF ORLEANS

On this 14th day of September, 1980, before me appeared Leon H. Toups, to me personally known, who, being by me duly sworn, did say that he is the Chief Executive of Delta Services Industries, a Joint Venture under the laws of Louisiana, and that as such officer and on behalf of such Joint Venture, he signed and executed the foregoing instrument, by authority of the Partners of said Joint Venture, and said appearer acknowledged said instrument to be the free act and deed of said Joint Venture, for the purposes and considerations therein expressed.

IN TESTIMONY WHEREOF, said appearer has executed this acknowledgment, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Sara M. Kippie Leon H. Toups
Judith A. Mullis

Richard A. Masey, III
NOTARY PUBLIC

FILED FOR RECORD
PARISH OF
TERREBONNE, LA.

SEP 15 2 35 PM '80

Mary E. Bonvillian
DEPUTY CLERK OF COURT

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